NOTICE OF AWARD
FOR
TELECOMMUNICATION DATA SERVICES
T-1776

1.0 PURPOSE AND INTENT

This Notice of Award is to provide Data Telecommunication Services and Dedicated High-Speed Internet service to the exclusion of voice services to Using Agencies of the State of New Jersey.

2.0 DEFINITIONS

Addenda - Addenda are written or graphic instruments issued by the Purchase Bureau which modify or interpret the Request for Proposal (RFP) documents(s) by additions, deletions, clarifications, or corrections.

ATM - Asynchronous Transfer Mode

AVAILABILITY – The amount of time a computer or network is available to pass or process information. The ratio of the total time a functional unit is capable of being used during a given interval to the length of the interval.

Backup UNI – User Network Interface

BIDDER- A person, partnership, firm, corporation or joint venture submitting a bid response proposal for the purpose of obtaining a State contract.

BPU - Board of Public Utilities

BRI - Basic Rate Interface - 2B+D - Single ISDN Circuit divided into two 64 Kbs digital channels for voice or data and one 16 Kbs channel for low speed data and signaling.

CCITT - Consultative Committee for International Telegraphy and Telephony.

CIR – Committed Information Rate.

CONTRACTOR - The bidder awarded a State contract to provide the services required by this RFP.

DEMARC - A designated customer premise location that provides for the interconnection of carrier installed facilities and (CPE) customer provided equipment wiring. Termination devices can be anything from a one line RJ11C to a multi line RJ21X clearly marked with each circuit or telephone number.

DSU – Digital Service Unit

FCC - Federal Communications Commission

FORMAL DATE OF AWARD - Effective date of award.

FRASI – Frame Relay to ATM Switched Internetworking or equivalent

FT1 – Fractional T-1 refers to any data transmission rate between 56 kbs and 1.544 mbps, which is full T-1. Fractional T-1 is simply a digital line that not as fast as a T-1

FRAME RELAY - A form of packet switching

HSFRS – High Speed Frame Relay Service

IMPLEMENTATION/CONVERSION TEAM – Joint team of State and Contractor personnel responsible for the development and implementation of service headed by the OIT Point of Contact

IPRS – Internet Protocol Routing Service

ISD – Information Systems Division of the AOC

ISDN - Integrated Services Digital Network

ISP – Internet Service Provider

LEC – Local Exchange Carrier

NCC - Network Control Center

NTP – Network Time Protocol

OIT - Office of Information Technology

OIT POINT OF CONTACT (OITPOC) – Individual appointed to interface with the Contractor for the implementation of service.

PACKET SWITCHING - The sending of data in packets through a network to some remote location.

PIC - Primary Interexchange Carrier -

PRI - Primary Rate Interface. The ISDN equivalent of a T-1 circuit. This channeled service delivers 23B+D and is designed for telephone switches, computer telephone, and voice processing systems.

PVC – Permanent Virtual Circuit

RBOC - Regional Bell Operating Company

RELIABILITY – A measure of how dependable a system is once you actually use it.

SONET - Synchronous Optical Network.

T1 (DS 1) - A Digital Transmission Link with a capacity of 1.544 Mbps

T2 (DS 2) - A Digital Transmission Link with a capacity of 6.312 Mbps

T3 (DS 3) - A Digital Transmission Link with a capacity of 44.736 Mbps

T4 (DS 4) - A Digital Transmission Link with a capacity of 274.176 Mbps

TCP/IP – Transmission Control Protocol/Internet Protocol

Throughput – The total useful information processed or communicated during a specified time period.

xDSL – Digital Subscriber Line. A generic name for a family of evolving digital services provided by local carriers. These lines are capable of delivering voice and data signals at the same time over ordinary copper telephone wire.

UNI – User Network Interface

3.0 CONTRACTUAL TERMS AND CONDITIONS

3.1 Contract period and Extension Option

Any contract resulting from this RFP shall be for a three-year period commencing with the date of formal award with two (2) one-year contract extensions. The contract period shall be considered as running from the date of award.

Contract extension shall be at the option of the State with the concurrence of the vendor. The State shall notify the vendor of its intent to extend ninety days prior to the expiration date of the initial contract period or any extensions thereof.

3.2 Contract Continuity/Transitional Period

In the event the services are scheduled to end either by contract expiration or by termination of the contract by the State of New Jersey (at the State's discretion) it shall be incumbent upon the contractor to continue the service, if requested by the State for up to six months, until new services can be completely operational. The contractor will be reimbursed for this service at the contract rate in effect when this transitional period clause is invoked by the State.

3.3 Prime Contractor Responsibilities

The contractor(s) who are awarded said service(s) shall assume sole responsibility for delivery of that service(s). This contractor will be considered the prime contractor, who will assign a person to be the sole point of contact with regard to scheduling and implementation of that service(s), in connection with the guidelines stipulated in this RFP.

Payment will only be made to the prime contractor.

The prime contractor is responsible for assuring that the pre-approved subcontractor is in compliance with all terms and conditions of this RFP. The prime contractor will assume sole responsibility for any payments due the subcontractor(s) under this contract.

3.4 Subcontracting

This section is in addition to Section 3.11 of the Purchase Bureau's Standard Terms and Conditions. If any part of the work is to be subcontracted as part of the proposal, the contractor shall provide a detailed written description of the work to be subcontracted and the proposed subcontractor(s). The sub-contractor should file an Ownership Disclosure Statement. The State reserves the right to reject the proposed subcontractor and/or modify both the work to be subcontracted. The requirements as outlined in this RFP for the prime contractor also apply to any subcontractors.

Any proposed changes in approved subcontractors during the term of the contract require the prior approval of the Director of the Division of Purchase and Property.

3.5 Service Billing

This section will serve to supplement Section 4 of the Purchase Bureau Standard Terms and Conditions.

Billing data must be supplied via Electronic Data Inter-Exchange (EDI transmission) on electronic media in addition to CD-ROM format. EDI data must be in the ANSI X12 format using transactions set 811 along with PC oriented viewer/extractor application. CD-ROM data must be presented with an application providing quick and easy retrieval of traffic data, and therefore can be in a contractor selected format. In addition to the CD-ROM, application must allow for easy export of data into standard PC format file types such as ASCII and DBASE/XBASE. All charges associated with a circuit must be identifiable back to that circuit via an Account Number and a Circuit Number. Billing must be supplied separately to OIT and AOC for their respective services. There will be only one bill date and one invoice rendered per month to each of the above agencies.

The State expects to receive all bills in a timely and responsive manner. Excessively delayed bills (over two months) must be thoroughly explained and documented. Bills must be presented in electronic format to be considered as properly rendered. In cases where this is not feasible, these bills must be rendered manually with a detailed explanation of all charges to the State.

The State will not be held accountable for any additional costs not covered or quoted in association with items submitted in this bid. All such charges will be considered in dispute.

If additional charges will be incurred for separate billing, those charges must be identified.

3.6 Contract Management

All contractor activities required to be performed under the contract will be accomplished in consultation with and with the approval of the Office of Information Technology Point of Contact (OIT POC) and the AOC Point of Contract (AOC POC) separately for their respective services who will be responsible for the approval and acceptance of all deliverables.

3.7 Implementation of Service

The contractor(s) shall be responsible for all coordination with the Local and/or Interexchange Telephone Companies concerning installation and maintenance of the system. However, the contractor will not order or place in service any type of equipment or facility, which would result in charges to the State, without a written order from the State. Further details regarding Implementation plan and submissions are contained in Section 7.

The contractor shall be solely responsible for the compatibility of the proposed service and equipment with any and all circuits and facilities as provided by the LEC and all other common carriers to meet the requirements of these specifications.

3.8 Board of Public Utilities/Federal Communications Commission Requirement

The Contractor or the proposed carrier/subcontractor must be licensed by the BPU/FCC as a common carrier. Any failure on the part of the contractor or its carrier to continue such compliance shall be cause for termination of the contract.

3.9 Reporting

The contractor(s) must agree to meet the State's performance standard and provide a performance reporting mechanism and delivery system.

3.10 Year 2000

The following requirements will be part of all purchase orders issued under any contract resulting from this RFP:

Year 2000 Warranties

Contractor represents and warrants that:

A. The products will function without error or interruption related to Date Data, specifically including errors or interruptions from functions which may involve Date Data from more than one century;

B. The Products require that all Date Data (whether received from users, systems, applications or other sources) includes an indication of century in each instance.

C. All dates output and results, in any form, shall include an indication of century in each instance.

When used in this Section, the term "Date Data" shall mean any data or input which includes an indication of or reference to date. The foregoing is in addition to the other representations and warranties set forth herein.

3.11 New Technology

If new service, having the same functional purpose and a demonstrated nexus to service under contract, is developed and comes into standard production after contract award, that service will be considered for addition and/or replacement to the service under contract. The contractor must make a written report to the Purchase Bureau for new service to be added to the contract. Such written request

must include the specifications for the new service, evidencing that the new service serves the same functional purpose and has a close nexus to the service under contract. All proposed additions or replacements are subject to review and written acceptance by the Director, Division of Purchase and Property. The sale of new service accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price performance any new services must be equal to or less than any existing contracted service.

4.0 SCOPE OF WORK

4.1 General

These requirements constitute the State's telecommunication data service needs encompassed by this Request for Proposal.

4.2 Categories of Service Required

4.2.1 Dedicated Analog Circuits

A. Point to Point
B. Multi PT
C. With and without secondary channel.

4.2.2 ISDN

A. PRI

4.2.3 xDSL

A. Availability
B. Restrictions

4.2.4 SMDS

4,10,16,25 and 34 mbits/s

4.2.5 Sub-Rate Digital Service

A. Pt-Pt 9.6KBPS
B. Multi Pt 9.6KBPS
With secondary channel
C. Pt-Pt 19.2KBPS
D. Multi Pt 19.2KBPS
E. Pt-Pt 56Kbps
F. Pt-Pt 56Kbps With Secondary Channel
G. Multi Pt 56K

4.2.6 High Capacity Digital Service

A. Pt-Pt T1.544
B. Pt-Pt T1.544 With Secondary Channel
C. Pt-Pt Ds-3 44.736Mbps
D. Pt-Pt DS-3 With Hot Standby Channel

4.2.7 Frame Relay Service

A. 64K Frame PVC With Various port speeds
B. FT.1 Frame PVC with various port speeds
C. T1.5 Frame PVC With Various port speeds
D. 4Mbps High Speed Frame with various port speeds
E. 6 Mbps High Speed Frame with various port speeds
F. 22 Mbps High Speed Frame with various port speeds
G. 45 Mbps High Speed Frame with various port speeds
H. UNI backup interface for FT-1 T-1.5 and High Speed Frame

4.2.8 ATM Asynchronous Transfer Mode Service

A. DS 1
B. DS 3
C. OC1
D. OC 3
E. FRASI
F. UNI backup interface for DA1, DS3, OC1 and OC3

4.2.9 Carrier Services (SONET based)

A. Optical Carrier level 3 (OC-3)
B. Optical Carrier level 12 (OC-12)
C. Optical Carrier level 24 (OC-24)
D. Optical Carrier level 48 (OC-48)

4.2.10 Internet Service

The State requires dedicated access to the Internet using ATM at 6mbs, 12mbps, 24mbps and above.

Internet service must include IPRS or equivalent.

Bidders must provide a detailed description of their capability to support Virtual Private Networks (VPNs)

4.3 Internet Interface Requirements

Internet service must be such that ALL programs supplied by the bidder will be fully supported. The Client must be able to send and receive e-mail, FTP file transfers, access UseNet and all other Internet services available during the time of the contract. All security features of the supplied programs must be not be compromised by the ISP in any way.

The ISP's must provide, upon request, a minimum of one full Network News Feed as part of the standard dedicated Internet access service offering to each participating user. In addition the ISP shall provide Network News servers as needed to service participating user's network newsreaders regardless of their type of connection. The Network News here refers to, as a minimum, the standard Usenet set of discussion groups.

ISP bidders responding to this bid must minimally connect to independent Internet Network Access Points at speeds of DS-3 or greater. Connectivity to these primary access points must be provided through either dedicated point to point private lines or a shared frame relay or IP background network. The backbone must operate at a minimum of DS-3 with least two diverse paths emanating from any intermediary concentration/switching nodes. The State has a preference for dedicated service (not shared frame relay nor shared backbone), as well as a fiber optic backbone. ISP that provision access to the NAP, MAE East, or other Internet access points through a secondary ISP, must connect to them at two physically diverse locations. each at DS-3 connection directly into NAP. In all instances, the Contractor must guarantee DS-3 connectivity all the way through to the NAP. All connections must be clearly identified and described in the proposal.

Access to the Internet bandwidth must be enabled through one of several methods depending on the situation of the customer that requires service. The provider must deliver connections via private facilities, or through other public wide area network connections, or allow Clients to provide their own local access via tariff local loops.

ISP's must provide a detailed description of their current network capacity management practices. The bidder must agree to upgrade the capacity of their backbone and/or NAP access circuits when the average peak busy hour utilization measured over a two-week period reaches 60 % of capacity. The successful bidders must provide the Client with network performance reports on a monthly basis identifying capacity utilization. ISP must guarantee that when this capacity threshold is exceeded, additional capacity will be added within 45 business days. The intent of this requirement is twofold. First, the mandate will insure a user's response time will not be adversely affected due solely to congestion on the ISP's network. Second setting guidelines for network capacity planning is seen as a proactive means of avoiding a future moratorium on the provisioning of new service orders due to over subscription or congestion.

While it is generally recognized that it is difficult to measure network delay, many ISP's are currently investigating options of providing network performance results to their customers. Providers must guarantee that as these network performance methods become a reality (i.e. made available to users) that the tools and corresponding reports will be incorporated into the offering at no additional charge to users that request such service. Providers should explain any Performance Standards (PS) that are either in place today or are being developed which would be offered to the State at no additional cost. The scope of the Performance Standards (PS) and the stringency of the criteria included, are important elements for consideration. Examples of parameters to be included under such a Performance Standards are access line availability and one way cross-country time delay objectives. The State requires the Contractor(s) to provide a Performance Standard with their proposal.

4.4 Reliability/Availability

The contractor must meet certain performance standards such as Mean Time Between Failures, Mean Time To Repair, Mean Time To Response, Throughput, Timely Installations, and Round Trip Delay Standards, as defined in the States Performance Standards. (SPS)

4.5 Network Performance Standards

The State requires that Contractor(s) meet the following standards:

4.5.1 Performance Standards

A. All Service must maintain a 99.8% Availability Standard
Availability standard excluding scheduled maintenance shutdowns

B. Average Delay and or PVC Delay will be in the range of 10 – 100 Milliseconds

Average delay is measured Egress to Egress at a committed information rate of 56Kbps

C. Throughput 99.9% Exclusion:

4.5.2 Installation, Maintenance and Repair Response Time

A. The OIT POC will be notified 72 hours prior to any scheduled maintenance shutdown.

B. Mean time to Respond: Response to a reported trouble on Data Circuits and Internet problems is 30 minutes. A response is considered to be the

actual physical process of starting to resolve the problem not just forwarding the report. A verbal response to the OIT POC will be hourly.

C. Mean Time to Repair: Total outage time on any reported trouble shall be no longer then the time frames indicated in paragraph 6.5.3.Circuit Failures. A Verbal report on the clearance of the trouble will be furnished to the OIT POC within 15 minutes of clearance of the trouble.

D. Service levels on Frame and ATM will be monitored. Monthly performance reports shall be provided to OIT and AOC for their respective services.

E. Timely Installations: All circuits shall be installed within 45 days of order receipt. Once a firm due date is given, service shall be operational by five PM on that date.

4.5.3 Circuit Failures

The contractor must respond as outlined in paragraph 6.6 Failure Reporting /Response Requirements to all failures. Service must be restored within the time established herein:

A. SONET Synchronous Optical Network Service **must** be restored within fifteen minutes of the reported failure.

B. High Capacity Digital Service **must** be restored within two hours of the reported failure time.

C. Sub-Rate Digital Services, SMDS, xDSL, SDN, and Dedicated Analog Circuits **must** be restored within four hours of the reported failure.

Failure to respond to the time frames indicated above will result in a credit to the State of New Jersey. If outages exceed the time frames indicated, the State of New Jersey will receive a full day's credit.

4.6 Failure Reporting/Response Requirements

The contractor must provide a toll free single point of access to a problem reporting and maintenance system that is staffed 24 hours per day, 7 days per week. The contractor must respond to trouble reports in accordance with 4.5.2(A) and within two hours of notification. For purposes of definition, a response is considered to be the actual diagnostic process of resolving the problem and not merely the process of logging the report for later action.

A verbal report of trouble clearance shall be furnished within one hour of the trouble clearance. A written report (trouble ticket) listing the time and date of notification,

response, and restoration of service along with the description of the identified troubles shall be provided to the State of New Jersey within three working days after the trouble notification. These reports shall be submitted to OIT POC.

4.7 Network Features

The following network features are required. Contractor to provide details in Section 7.6.1.

A. Network Architecture
B. Network Protection (redundancy)
C. Disaster Recovery Plan
D. Alternate Routing Plan - for each service defined in paragraph 6.2
E. Number and Location of Points of Presence
F. Automatic Restoration System
G. Cable Protection Programs

4.8 Customer Support Service

The contractor (s) shall assign one or more individuals to the OIT POC as a full time customer service representative for the duration of the contract. These individuals shall be dedicated to providing services under the contract which include but are not limited to operational and billing problem resolution, product and technical information, training, etc. All service orders shall be issued by the Office of Information Technology to the contractor through this representative.

Vendor must provide a problem escalation procedure. The procedure must include contact names, telephone/fax/pager numbers and timeframes. Any outage lasting beyond the limits specified in Section 6.5.3 requires a management level response.

Vendor will be required to attend monthly problem review meetings to be held monthly at customer's location for OIT and AOC separately.

4.9 Conversion Plan

The Contractor must provide a Conversion Plan separately to OIT and AOC to convert the existing service.

4.10 Implementation Plan

The Contractor must provide an Implementation Plan separately to OIT and AOC to effect the installation of new service. The contractor will be expected to develop in concert with the State a plan to implement the new service. The time frames are as follows:

Award Date plus 9 days:

The awarded contractor(s) will create an implementation team, to interface with OIT POC to develop a detailed conversion plan for timely and responsive implementation of new service.

Award Date plus forty-one days:

A joint contractor implementation team will meet with OIT team and AOC team each for their respective services and other representatives as necessary on a regular basis as required by the OIT POC and/or AOC POC to develop a schedule of events such as Critical Path/GANTT charts or other management tools to ensure the minimal disruption of service to users. The implementation plan will be presented to OIT POC and AOC POC for their approval.

No service will be implemented without the concurrence of the OIT POC and AOC POC for their respective service. All new service will be implemented using the State's Request for Telecommunications Service (RTS) or the Judiciary's RTS. New circuits will be tested prior being cut over. The implementation plan will develop fallback strategy in event of failure and the recovery data or any live traffic. A contractor management representative will be available on site to ensure an effective cutover all new service

The first circuit shall be cut over within forty-five days of the order based on the approved plan. Full circuit information shall be submitted to the OIT POC and AOC POC for their respective service ten days before cutover.

The contractor(s) shall be responsible for all coordination with the Local and/or Interexchange Telephone Companies concerning installation of the service. However, the contractor will not order or place in service any type of equipment or facility, which would result in charges to the State, without a written order from the State.

The contractor shall be solely responsible for the compatibility of the proposed system and equipment with any and all circuits and facilities as provided by the LEC and all other common carriers to meet the requirements of these specifications.

The contractor(s) will submit weekly status reports to the OIT POC and AOC POC for their respective services outlining the progress toward completing the tasks contained in the implementation plan during the implementation.